

7-28-04

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

PUBLIC UTILITIES
COMMISSION

2004 JUL 28 P 4:00

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-- In the Matter of --)	
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PUBLIC UTILITIES COMMISSION)	DOCKET NO. 03-0371
)	
Instituting a Proceeding to Investigate)	
Distributed Generation in Hawaii)	
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INFORMATION REQUESTS ON DIRECT TESTIMONIES OF VARIOUS DOCKET PARTIES

OF

HAWAII RENEWABLE ENERGY ALLIANCE

AND

CERTIFICATE OF SERVICE

Warren S. Bollmeier II, President
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OF THE STATE OF HAWAII

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I. INTRODUCTION AND SUMMARY

The Hawaii Renewable Energy Alliance hereby submits Information Requests (IRs) dated July 28, 2004 to the Parties and Active Participants as included below, in accordance with Public Utilities Commission's (PUC's) Prehearing Order Number 20922 (Reference Docket No. 03-0371).

II. HREA INFORMATION REQUESTs

HREA's Information Requests are listed below by Party and Active Participant. Note: page number notations are references to the relevant Party's direct testimonies as identified.

A. Division of Consumer Advocacy ("CA")

The following are information requests to Joseph A. Herz, P. E., regarding his direct testimony (CA-T-1) on behalf of the CA.

HREA-CA-T-1-IR-1. On page 9, should not you also address the case where existing customers choose to install stand-alone DG and then leave the grid? HREA believes this can happen when customers feel that leaving the grid is in their best option to reduce their energy cost or to achieve other objectives, such as becoming energy independent.

HREA-CA-T-1-IR-2. On page 10, you do not believe it would be viable to convert current "emergency/standby generation to DG?

HREA-CA-T-1-IR-3. On page 13, HREA believes you have introduced a new term: “behind the meter” generation. Would you agree that this term could be replaced with the term: “customer-sited generation?”

HREA-CA-T-1-IR-4. On page 15, would you agree that the installation of DG in a period of load growth is not likely to “strand” existing utility generation? If not, why not?

HREA-CA-T-1-IR-5. On page 15, would you agree that the distinction between “firm” and “as-available” energy is not as black and white as you have described? Specifically, as-available energy, e.g., run-of-the-stream hydro, wind, and photovoltaics (PV), will be on-line (automatically dispatched) and providing capacity a portion of the time when the utility would normally dispatch additional generation, e.g., to meet peak load. Consequently, as-available sources arguably have some capacity value and are automatically dispatched. Also, would you agree that “firm” sources are only firm if the fuel is available, i.e., there are no disruptions in the fuel supply, and the desired unit is available, i.e., not down for maintenance or repairs?

HREA-CA-T-1-IR-6. On page 16, you have not actually defined “externalities?” Would you agree with the following definition of externalities as applied to the generation of electricity? “Externalities are consequences of the fuel cycle associated with the generation of electricity (emissions and other effects) that are not internalized in the price of the sales transaction. These consequences represent hidden costs that may be positive or negative, and include environmental, health, economic and cultural impacts.”¹

HREA-CA-T-1-IR-7. On page 16, would you agree that some renewable technologies, such as biomass have fuel source that can be transferred to another location, or that wind turbines and PV can be moved to another location?

HREA-CA-T-1-IR-8. On page 17, you note that “wind facilities require a large footprint of vacant land located away from the general population for safety and noise concerns.”

¹ This definition is an edited version of the definition found in the HECO Externalities Workbook.

Would you agree that the actual footprint (disturbed land) of windfarms is a small portion of the overall land encompassed by the windfarm? Moreover, would you agree that windfarms can be good partners and neighbors, especially in dual-use applications such as ranches, and in urban locations, such as a park in Toronto, Canada?

HREA-CA-T-1-IR-9. On page 18, would you also consider pumped-hydro storage to be a viable storage technology?

HREA-CA-T-1-IR-10. On page 21, would you also consider the option for a DG to deliver excess energy to the utility under a power purchase agreement (PPA)?

HREA-CA-T-1-IR-11. On pages 22 and 66, would you agree that a windfarm could provide the following distributed benefits: (1) reduction of line losses, e. g, when the windfarm is located closer to a load center than existing generation (examples: a windfarm at Hawi on the Big Island and a windfarm at Kaheawa Pastures on Maui), and (2) serving a large fraction of local load and strengthening a weak radial feeder (example: a 10 MW windfarm at Hawi, which could supply all of the Hawi load and feed power to Waimea a good deal of the time)?

HREA-CA-T-1-IR-12. On page 45, could you provide an example of how “unbundling the rates will allow the utility to continue to receive revenues for the services provided to the customer?

HREA-CA-T-1-IR-13. On page 46, you discuss the potential rate impacts due to loss revenues from installation of DG, presumably from a non-utility DG provider. Would not there also be rate impacts if the utility installed and rate-based DG? Have you compared the potential rate impacts for both cases, i.e., non-utility vs. utility owned DG?

HREA-CA-T-1-IR-14. On page 62, you discuss two alternative methods for using unbundled rates to determine the price to be paid for various services provided by the utility. Have you estimated what the price might be for these services in Hawaii?

HREA-CA-T-1-IR-15. On page 70, you suggest that there could be problems with reliability of power from a 3rd party DG. How would a DG contract, including provisions to ensure reliable services, be different from a PPA that binds an Independent Power Producer (IPP) to provide power to a prescribed schedule? HECO doesn't appear to have any trouble integrating its purchased power, which, incidentally, is about 24% of its sales.

HREA-CA-T-1-IR-16. On page 72, please elaborate on your point that "if rates are not properly set up now, it is possible that the utilities could have a competitive advantage?"

HREA-CA-T-1-IR-17. On pages 73 – 74, you discuss possible rules to prevent the utility having an unfair advantage in the DG market. Do you really think this can be done without requiring the utility to establish an unregulated affiliate to compete in the DG market?

HREA-CA-T-1-IR-18. On page 74, you discuss the issue of allowing the utility to rate-base its investments. You indicate your support if the DG is used for all customers like any other generating unit, but question rate-basing DG for single customer or an identifiable group of customers. In the first case where the DG is for all customers, should not this type of DG be competitively bid, as you have noted should be the case for future wholesale generation? In the second case, are you concerned that ratebasing utility investments will result in rate increases?

HREA-CA-T-1-IR-19. On page 77, if a large customer on Lanai was offered a discount, how would the resulting loss of revenues not impact the remaining customers?

HREA-CA-T-1-IR-20. Please comment on the nature of a competitive market for DG in Hawaii and how a level playing field could be created.

B. Kauai Island Cooperative Utility (KIUC)

The following are information requests to Alton Miyamoto and Richard Friedman, regarding their direct testimonies (KIUC-T-1 and KIUC-T-2) on behalf of the KIUC.

HREA-KIUC-T-1-IR-1. On page 12, you describe the potential impacts of DG in terms of a “slower build up of equity, reduced margins and ultimately a reduction in patronage capital retirements to the members.” To a lay person, this sounds a lot like the potential impacts of DG to an investor-owned utility and its shareholders. How would you contrast the challenges/opportunities of KIUC’s operation as a cooperative in meeting the needs of its members with the challenges/opportunities of KIUC’s operation if as an IOU in meeting the needs of its shareholders?

HREA-KIUC-T-2-IR-1. HREA concludes from your testimony that the introduction of DG to KIUC’s grid is an unnecessary complication at this time and could result in negative impacts to the system and KIUC’s members. Is this an incorrect conclusion? If so, why?

HREA-KIUC-T-2-IR-2. On page 2 (line11), have you identified specific locations where there are lightly load feeders? If so, where are they?

HREA-KIUC-T-2-IR-3. On page 4 (line 9), are you making the argument that a customer that leaves the system should pay an exit fee? On the other hand, wouldn’t it be more appropriate to refund any “hook-up” fees that the customer paid to enter (join) the system?

HREA-KIUC-T-2-IR-4. On page 21 - 23, regarding the impacts of non-utility vs. utility investments in DG (and especially CHP), while there are potential rate impacts due to revenue losses from installation of non-utility DG, would not there also be rate impacts if the utility installed and rate-based DG? Have you compared the potential rate impacts for both cases, i.e., non-utility vs. utility-owned DG?

HREA-KIUC-T-2-IR-5. On page 25, can you provide some examples of how “DG can complicate system operations and offer unexpected impacts affecting system stability and personnel and customer safety?”

C. Hawaiian Electric Company, Maui Electric Company and Hawaii Electric Light Company (“HECO”)

The following are information requests to Scott Seu, P. E., regarding his direct testimony (HECO-T-1) on behalf of HECO.

HREA-HECO-T-1-IR-1. On page 7 (line 5) and page (line 15), you introduce the term “short term.” How do you define “short term?”

HREA-HECO-T-1-IR-2. On page 8 (lines 24 – 25), do you agree with HREA’s position that the customers will determine whether a form of DG is “feasible and viable” for Hawaii?

HREA-HECO-T-1-IR-3. On page 9 (line 15), has HECO looked at quantifying the distributed benefits of wind turbines and photovoltaics?

HREA-HECO-T-1-IR-4. On page 11 (line 11+), aren’t there also negative economic impacts associated with our continued use of fossil fuels, e.g., negative impacts of exporting our dollars for foreign oil and coal?

HREA-HECO-T-1-IR-5. On page 11 (lines 12 – 13), would it not be more correct to say that there have been some negative externalities (aesthetics, noise and bird strikes) associated with the early applications of windpower in California in the 1980’s and that the impacts are site-specific by their nature? Since then, would you agree that industry has worked hard with all stakeholders to mitigate concerns about negative impacts on a project-by-project basis?

HREA-HECO-T-1-IR-6. On page 16 (lines 10 – 16) and page 18 (lines 24 -25, would not there be rate impacts due to utility DG investments?

HREA-HECO-T-1-IR-6. On page 16 (lines 3 – 16), you state the “Development of the CHP market may generate enough capacity to help defer the need for new central station generation.” However, if HECO is allowed to rate-base CHP investments, and, if it turns out that the CHP doesn’t defer the need for new central station generation (CG), wouldn’t the ratepayers have to pay twice for the same capacity?

HREA-HECO-T-1-IR-8. On page 19 (lines 11 – 13), what does the phrase “so that non-participating customers are not burdened” mean?

HREA-HECO-T-1-IR-9. On page 19 (lines 24 – 25) and page 20 (lines 1 – 5), you discuss the issues of operation and maintenance of CHP by a 3rd party, and ensuring that the CHP contributes to the reliability and safety of the grid. If the interconnect agreement of the CHP with HECO included provisions to ensure reliable services, how would that be different from a Power Purchase Agreement (PPA) that binds an Independent Power Producer (IPP) to provide power to a prescribed schedule? HECO doesn’t appear to have any trouble integrating its purchased power, which, incidentally, is about 24% of its sales.

HREA-HECO-T-1-IR-10. On page 20 (line 9), you indicate that there is one other utility (Austin Energy, Austin, Texas) that offers utility-owned, operated and maintained CHP. How many CHP systems have they installed? Are they allowed to rate-base their investments? Are they allowed to pass through their fuel costs to their customers?

HREA-HECO-T-1-IR-11. On page 21 (lines 1 – 6), you introduce the possibility for conflicting objectives between regulated and unregulated businesses of the Companies, which would not be present if the Companies provided CHP systems services on a regulated basis. Is this really a valid concern, given that HECO has already had two unregulated companies in the wholesale power or DG business in Hawaii, i.e., Hawaii Electric Renewable Systems (HERS), as a windfarm developer/operator and Provision, as a supplier of PV systems? If this is a valid concern, please explain.

HREA-HECO-T-1-IR-12. On page 22 (lines 5 - 6), you state that a threshold of 400 kW was established for possible CHP applications. Is it correct to say that 400 kW is a threshold for HECO, if HECO were to install, own and operate the CHP systems? Consequently, would you agree that 3rd party DG providers may have a lower threshold?

HREA-HECO-T-1-IR-13. On page 24 (lines 16 -20), how extensive was HECO’s survey of customers? Was it only with customers that have loads of 400 kW and above?

HREA-HECO-T-1-IR-14. On page 25 (lines 9 – 11), is your statement the utilities' involvement in the CHP market would provide more choices and options based on the assumption that no 3rd parties would or could offer similar products and services?

HREA-HECO-T-1-IR-15. On page 26 (line 19), you note that HECO has selected a contract term of 20 years. Is this really practical, given that customers may not be willing to sign contracts beyond 5 to 7 years, and that with the evolving state of the technology, it does not appear to make sense for either customers or HECO to limit their options for the future?

HREA-HECO-T-1-IR-16. On page 29 (lines 3 – 5), what is the limit (in kW) of DG installation that would be covered under Tariff Rule 14.H?

HREA-HECO-T-1-IR-17. On page 33 (line 15), please provide a list of the Hess projects and the approximate amount of savings to the customer in each case.

HREA-HECO-T-1-IR-19. On page 34 (lines 14 – 21), it would appear that the customer would be paying for backup or premium power. Therefore, is this really an example of an externality, i.e., a cost that is not covered in the transaction?

HREA-HECO-T-1-IR-20. Similarly on page 35 (lines 5 to 7), it would appear that the customer would benefit directly via lower initial costs for newer technologies. Therefore, is this really an example of an externality, i.e., a cost that is not covered in the transaction?

HREA-HECO-T-1-IR-21. Overall, why are you referring to DG and CHP or DG/CHP, when CHP is a type of DG?

HREA-HECO-T-1-IR-22. Overall, of all the possible DG, is HECO really only interested in CHP, and, actually only specific applications of CHP?

The following are information requests to Arthur Seki, regarding his direct testimony (HECO-T-2) on behalf of HECO.

HREA-HECO-T-2-IR-1. On page 2 (line 21), why didn't you mention the experience of ProVision Technologies, Inc with PV?

HREA-HECO-T-2-IR-2. On page 4 (line 20), were these costs that HECO paid to contractors for the installations?

HREA-HECO-T-2-IR-3. On page 14 (line 10), would you agree that the experience in Hawaii has shown that windfarms can and provide power during peak periods?

HREA-HECO-T-2-IR-4. On page 15 (line 15), were you aware that the wind industry definition of small wind turbines is 100 kW and under?

HREA-HECO-T-2-IR-5. On page 16 (line 7), would you agree that height restrictions will be an issue throughout the islands, such that a wind user will need to seek a zoning variance?

HREA-HECO-T-2-IR-6. On page 18 (line 22), were you aware that there are a number of turbines manufactured in the U. S. ranging in capacity from 300 watts (Southwest Windpower to 50 kW (Bergey and Atlantic Orient) and 100 kW (Northern Power Systems)?

HREA-HECO-T-2-IR-7. On page 20 (line 9), what is your definition of long-term?

HREA-HECO-T-2-IR-8. On page 21 (line 8), why did you not mention the 340 MW of solar thermal electric (STE) that is installed and operating at Kramer Junction, CA, and that Solargenix is under contract to install a 50 MW state-of-the-art STE system in Nevada?

HREA-HECO-T-2-IR-9. On page 21 (line 13), are you aware that solar air conditioning systems are commercially-available from Solargenix on the mainland and there is a lake water air conditioning system (similar in concept to seawater air conditioning) at Cornell University in New York state

HREA-HECO-T-2-IR-10. On page 21 (line 15), would it not be more correct to say that grid-connected PV is not economically viable today without incentives, such as tax credits and net energy metering?

The following are information requests to Ross H. Sakuda, P.E., regarding his direct testimony (HECO-T-3) on behalf of HECO.

HREA-HECO-T-3-IR-1. On page 10 (line 4 - 6), please explain why you have concluded that some 3rd party CHP installations would not be as reliable as utility-owned CHP?

HREA-HECO-T-3-IR-2. On pages 11 and 12, you emphasize the potential rate impacts due to loss revenues from installation of non-utility DG. Would not there also be potential rate impacts due to utility investments that would be rate-based? Have you compared the potential rate impacts for both cases in detail, i.e., non-utility vs. utility owned DG?

HREA-HECO-T-3-IR-3. On page 12 (line 23), wouldn't it make sense to evaluate an aggregate forecast of DG in IRP in the same manner as you would evaluate a similar amount of demand-side and/or supply-side resources?

HREA-HECO-T-3-IR-4. On page 15 – 16, you raise a number of issues regarding use of emergency/back-up generators as part of the County of Maui's proposed Virtual Power Plant concept. However, doesn't it make sense to evaluate the County's proposal in more detail to determine if the existing units could be converted to provide capacity to MECO?

HREA-HECO-T-3-IR-5. On pages 16 – 17, you discuss detailed requirements that Independent Power Producers must meet. Couldn't these requirements also be placed on CHP producers to convert existing generators to the County's Virtual Power Plant concept?

HREA-HECO-T-3-IR-6. On page 18 (lines 19 – 20, why don't MECO and HELCO have spinning reserve policies?

HREA-HECO-T-3-IR-7. On page 19 (line 22 -23), would it not be more correct to say that wind turbines, PV, and as-available hydro, can provide capacity and energy upon demand a portion of the time? Consequently, would it not be appropriate to conduct a statistical analysis to determine the coincidence of the as-available sources (individually and in aggregate) to provide reserve capacity? Given this analysis, could you not then determine the amount of additional reserve capacity that would be needed, or whether shortfalls from the as-available sources could be covered by spinning reserve?

The following are information requests to Shari Y. Ishikawa, P.E., regarding his direct testimony (HECO-T-4) on behalf of HECO.

HREA-HECO-T-4-IR-1. Your testimony is very comprehensive and detailed. For the lay person, please explain how HECO Transmission and Distribution (T&D) planners identify the need for new T&D upgrades and enhancements, and how this planning activity might be used to identify market opportunities for DG.

HREA-HECO-T-4-IR-2. As an example to your response to HREA-HECO-T-4-IR-1, would the transmission line overloads identified on page 12 (lines 8 to 11) suggest opportunities for DG. Please explain your answer.

HREA-HECO-T-4-IR-3. On page 13, you discuss customer-sited CHP, but also DG and CHP. Are you really only looking at CHP? Please explain your answer.

HREA-HECO-T-4-IR-4. On page 16, would your concerns about 3rd party CHP facilities go away if operational and reliability issues were addressed in the interconnection agreements? Please explain your answer.

HREA-HECO-T-4-IR-5. On page 17, if backup and/or emergency generators could be converted to operate to utility requirements, wouldn't that be a good option to evaluate in your T&D planning activity? Please explain your answer.

HREA-HECO-T-4-IR-6. On page 25 (lines 28 – 29) and page 26, isn't it also possible that properly designed, installed and operated DG can provide voltage support? Please explain your answer.

HREA-HECO-T-4-IR-7. On page 26 - 298, HREA is confused as to your position regarding islanding. Are you saying DG should disconnect during or ride through faults? Will this depend on the type of DG and its size? Please explain your answer.

HREA-HECO-T-4-IR-8. On pages 28 to 29, you discuss Rule 14H. Is there a maximum size limit (in kW) for facilities under Rule 14H? Please explain your answer.

The following are information requests to Estrella Seese, P.E., regarding his direct testimony (HECO-T-5) on behalf of HECO.

HREA-HECO-T-5-IR-1. On page 2 (lines 15 – 16), marginal costs appear to be the same as avoided costs. Are they? Please explain your answer.

HREA-HECO-T-5-IR-2. On pages 8 – 11, you discuss the overall approach to rate design. Why don't residential and small commercial customers have a demand charge?

HREA-HECO-T-5-IR-3. On page 12, you discuss the cross-subsidy of residential customers by commercial customers. Are there other cross-subsidies? Please explain.

HREA-HECO-T-5-IR-4. Would not charges for standby service (pages 17 – 19) be highly dependent on the type of DG facility and the interests of the DG owner/operator? For example, if the DG were operated continuously during peak periods, the DG owner/operator might only want standby service during routine maintenance and emergencies. Given that, would not it be reasonable to cover such downtime with the utility's operating and/or spinning reserve, and thus only charge the customer for the energy used?

HREA-HECO-T-5-IR-5. Would not the application of customer retention rates (pages 19 – 20) result in rate impacts? Please explain.

The following are information requests to William A. Bonnet, regarding his direct testimony (HECO-T-6) on behalf of HECO.

HREA-HECO-T-6-IR-1. On page 4 (lines 7 – 9), what does the phrase “so that non-participating customers are not burdened” mean?

HREA-HECO-T-6-IR-2. On page 5 (lines 16 – 20), you are suggesting that non-participating ratepayers would be better off if the utility owned and operated CHP systems. You emphasize the potential rate impacts due to loss revenues from installation of non-utility DG. Would not there also be potential rate impacts due to utility investments that would be rate-based? Have you compared the potential rate impacts for both cases in detail, i.e., non-utility vs. utility owned DG?

HREA-HECO-T-6-IR-3. On page 6 (lines 27 – 28), is it not also possible that non-utility CHP systems can help avoid reserve margin shortfalls?

HREA-HECO-T-6-IR-4. On page 7 (lines 16 – 22), hasn't restructuring, in fact, already occurred in Hawaii despite our lack of island-to-island interconnection? For example, 24% of the HECO system's wholesale electricity is purchased from Independent Power Producers. Also, don't we already have retail competition, in the form of net energy metering and some dozen or so CHP systems?

HREA-HECO-T-6-IR-5. HREA understands HECO supports a competitive market with a level playing field in Hawaii for DG. Given that, please explain how HECO's estimate of an 88% utility share of the CHP market (7,700 kW out of 8,700 kW by 2009 per HECO's Exhibit HECO-104) comports with the concept of a competitive market for DG in Hawaii.

D. Hess Microgen (“HESS”)

The following are information requests to Michael Gregg, regarding his direct testimony (HESS-T-1) on behalf of HESS.

HREA-HESS-T-1-IR-1. On page 2 (line 22), to be clear, does HESS support a competitive market with a level playing field in Hawaii for DG?

HREA-HESS-T-1-IR-2. As a follow-up to HREA-HESS-T-1-IR-1, do HESS believe there can be a level playing field if the utilities are allowed to participate directly as DG providers in the market? Please explain your answer.

HREA-HESS-T-1-IR-3. On page 2, do you believe some form of standby charges are appropriate? Please explain your answer.

HREA-HESS-T-1-IR-4. If possible, could you provide the approximate savings to DG customers on HESS installations in Hawaii to date?

E. Life of the Land (“LOL”)

HREA has no information requests for LOL at this time.

F. County of Maui (“COM”)

The following are information requests to Calvin Kobayashi, regarding his direct testimony (COM-T-1) on behalf of the COM.

HREA-COM-T-1-IR-1. On page 16 you propose a DG Demonstration Project as employing the Virtual Power Plant concept by modifying MECO’s planned Capacity Buy-Back (“CBB”) program. What is your estimate of the potential on Maui for this concept?

HREA-COM-T-1-IR-2. On page 21, you briefly summarize Mr. Lazar’s testimony on standby charges (reference also his testimony pages 69 to 79). Are you and Mr. Lazar saying that there are no cases where a DG facility should not have to pay a standby charge?

HREA-COM-T-1-IR-3. As a follow-on to HREA-COM-T-1-IR-2, for a DG facility that is operated continuously (including during peak periods), the DG owner/operator might only want standby service during routine maintenance and emergencies. And, given that the routine maintenance could be scheduled during off-peak times, the actual amount of downtime due to emergencies might average only a few hours a year. Would it be reasonable to assume that the DG owner’s load during such downtime could be covered with the utility’s operating and/or spinning reserve? If so, the utility would not need to have additional capacity to provide the standby service, and the customer would then pay for only the energy used during the downtime periods. This would seem to be a good trade-off, considering that the DG owner/operator is providing reliable capacity to the grid most of the time.

G. County of Kauai (“COK”)

HREA has no information requests for COK at this time.

H. Department of Business, Economic Development and Tourism ("DBEDT")

The following are information requests to DBEDT, regarding their direct testimony on behalf of the state.

HREA-DBEDT-T-IR-1. On page 6, DBEDT has stated that they support a level playing field relative to the utilities, which could also complement their marketing of energy efficiency measures. To be clear, does DBEDT support a competitive market with a level playing field in Hawaii for DG?

HREA-DBEDT-T-1-IR-2. As a follow-up to HREA-DBEDT-T-IR-1, does DBEDT believe there can be a level playing field if the utilities are allowed to participate directly as DG providers in the market? Please explain your answer.

HREA-DBEDT-T-IR-3. On page 8, DBEDT raises the issue of institutional barriers to DG. Why hasn't DBEDT suggested that the barriers be removed?

END OF INFORMATION REQUESTS

DATED: July 24, 2004, Honolulu, Hawaii


President, HREA

CERTIFICATE OF SERVICE

I hereby certify that I have this day served the foregoing Preliminary Statement of Position upon the following parties by causing a copy hereof to be hand-delivered or mailed, postage prepaid, and properly addressed the number of copies noted below to each such party:

Party		Party	
DIVISION OF CONSUMER ADVOCACY 335 Merchant Street Room 326 Honolulu, HI 96813	3 copies	BRIAN T. MOTO, CORPORATION COUNSEL County of Maui Dept. of the Corporation Counsel 200 S. High Street Wailuku, HI 96793	1 copy
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